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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF RIVERSIDE**

10 **TIMOTHY TAYLOR,**

11 **Plaintiff,**

12 **vs.**

13 **STAGECOACH TOWING, INC. and**

14 **DOES 1 to 25, inclusive,**

15 **Defendants.**

) **CASE NO: RIC2003009**

) **COMPLAINT DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME;**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **6) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **7) VIOLATION OF LABOR CODE**
) **SECTION 558;**
) **8) FAILURE TO MAINTAIN**
) **ACCURATE RECORDS;**
) **9) FAILURE TO GIVE REST BREAKS;**
) **10) FAILURE TO GIVE MEAL BREAKS**
) **11) FAILURE TO REIMBURSE FOR**
) **BUSINESS EXPENSES;**
) **12) RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 98.6;**
) **13) DISCRIMINATION ON THE BASIS**
) **OF PHYSICAL DISABILITY IN**
) **VIOLATION OF FAIR**
) **EMPLOYMENT AND HOUSING**
) **ACT ("FEHA");**
) **14) FAILURE TO ACCOMMODATE**
) **PHYSICAL DISABILITY IN**
) **VIOLATION OF FEHA;**

1) 15) FAILURE TO ENGAGE IN
2) INTERACTIVE PROCESS TO
3) DETERMINE REASONABLE
4) ACCOMMODATION IN
5) VIOLATION OF FEHA;
6) 16) RETALIATION IN VIOLATION OF
7) FEHA;
8) 17) FAILURE TO PREVENT
9) DISCRIMINATION AND
10) RETALIATION IN VIOLATION OF
11) FEHA;
12) 18) WRONGFUL TERMINATION IN
13) VIOLATION OF PUBLIC POLICY;
14) 19) INTENTIONAL INFLICTION OF
15) EMOTIONAL DISTRESS;
16) 20) NEGLIGENT INFLICTION OF
17) EMOTIONAL DISTRESS;
18) 21) VIOLATION OF CALIFORNIA
19) BUSINESS AND PROFESSIONS
20) CODE SECTION 17200.
21)
22) DEMAND FOR JURY TRIAL
23)

24 COMES NOW Plaintiff, TIMOTHY TAYLOR (hereinafter "Plaintiff"), and alleges as
25 follows:
26

27 **PARTIES, JURISDICTION, VENUE**

28 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
County of Los Angeles in this judicial district because Defendants STAGECOACH TOWING,
INC. and DOES 1 to 25, inclusive do business in the County of Riverside and because
Defendants' obligations and liabilities arise therein, and because the work that was performed
by Plaintiff in the County of Riverside is the subject of this action.

2. Moreover, Plaintiff's damages sought herein exceed \$25,000.

3. Plaintiff is a male resident of the County of Riverside, State of California.

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1 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
2 STAGECOACH TOWING, INC. (hereinafter "STAGECOACH") is and was California
3 corporation doing business in Riverside County, California, and which employed Plaintiff.

4 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
5 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
6 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
7 defendants, numbers 1 to 25, reside in the State of California and are in some manner
8 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
9 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
10 and capacities of these fictitiously named defendants.
11

12 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
13 that information and belief, alleges that at all times herein mentioned, each of the remaining
14 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
15 under the authority of their agency, employment, or representative capacity, with the consent
16 of his/her codefendants.
17

18 **GENERAL ALLEGATIONS**

19 7. Plaintiff initially started working for STAGECOACH around approximately 2010.
20 Plaintiff's last date of employment was on November 14, 2019. During his employment
21 tenure, Plaintiff was classified as an hourly, non-exempt employee and was his latest rate of pay
22 was a little over \$11 per hour. Plaintiff was a dispatcher and would work from home the last
23 three to four years of his employment tenure. Plaintiff and others were paid on a weekly basis.
24 There was no real timekeeping ("clock in/clock out") system in place for Plaintiff and other
25 similarly situated aggrieved employees.

26 8. It is Plaintiff's position that STAGECOACH has violated numerous Labor Code Sections
27 against Plaintiff and other similarly situated aggrieved employees.
28

1 9. STAGECOACH did not provide Plaintiff and other similarly situated aggrieved
2 employees with the minimum wages to which they were entitled for all work performed and as
3 such did not compensate Plaintiff and others for all hours worked at the minimum wage rate
4 pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because although
5 Plaintiff's shift was supposed to be from 4pm to midnight on weekdays (and he would be the
6 only dispatcher working this particular shift), he would almost always work past midnight
7 because the next dispatcher that was supposed to cover the midnight shift would be habitually
8 late. Plaintiff would text Angela Ellis aka "Angie" to let her know that the next dispatcher on
9 duty was late and that Plaintiff had worked longer than an 8-hour shift. Despite the latter, Plaintiff
10 was not compensated for any hours over 8 in a day and as such was not paid minimum wage for
11 that time spent working after midnight.

12 10. STAGECOACH also violated Labor Code §510 because it failed to pay Plaintiff and
13 other similarly situated aggrieved employees the correct amount of overtime, even though they
14 worked more than 8 hours per day and/or 40 hours per week throughout their employment.
15 Plaintiff's and others' actual work hours entitled them to overtime compensation, however,
16 STAGECOACH did not compensate Plaintiff and others with the correct amount of overtime as
17 alluded to above because STAGECOACH did not compensate Plaintiff and others for hours
18 worked past 8 in a given day despite having explicit knowledge of such due to text messages
19 from Plaintiff.

20 11. STAGECOACH also violated Labor Code § 226.7 and the appropriate Industrial Welfare
21 Commission Wage Order because it failed to provide Plaintiff and others with 10-minute rest
22 periods for every four hours of work, or majority portion thereof, throughout their employment.
23 STAGECOACH did not completely relieve Plaintiff and others of all duty during said rest
24 periods. STAGECOACH did not pay to Plaintiff and others one additional hour of pay at
25 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
26 was not provided. It was not part of the company policy and culture for employees such as
27 Plaintiff and others to take rest breaks. As such, the culture and environment at STAGECOACH
28 did not lend itself to the employees receiving statutory breaks wherein they were relieved of all

1 work duties. This is so because Plaintiff would not have the opportunity take a 10-minute
2 uninterrupted rest break wherein he was relieved of all duty. Although Plaintiff was working
3 from home (and specifically from his kitchen), he had a business cell phone that he had to answer
4 as well as having to respond to incoming tow calls from AAA through AAA's D3000 system. It
5 is important to note that Plaintiff was using his personal laptop for work and STAGECOACH
6 had required Plaintiff to have holes drilled in his roof for purposes of being able to secure a radio
7 signal so he can communicate with the drivers. It was generally not possible for Plaintiff to take
8 his statutory rest breaks because he was the only dispatcher during this timeframe and would
9 receive continuous calls, especially during certain periods, like the Summertime, the beginning
10 of Winter when it rained as well as all holidays.

11 12. When a AAA call comes in it makes a loud noise on the laptop (through the system) and
12 continues to make this noise until it is answered. As such, Plaintiff had to take his laptop and
13 business cell phone with him to the restroom so that he would not miss the urgent calls.
14 Additionally, the owners of STAGECOACH would track the same system and would be alerted
15 and notified if Plaintiff did not promptly answer a AAA call. As such, Plaintiff had to remain
16 alert and had to tend to the calls quickly. Additionally, as alluded to above, Plaintiff's business
17 cell phone (it was a flip phone) would also be consistently ringing due to calls from customers,
18 CHP, and Beaumont Police Department, and other such entities. The latter calls would get
19 forwarded from STAGECOACH's main number.

20 13. STAGECOACH violated Labor Code §§ 512 and 226.7 along with the applicable
21 Industrial Welfare Commission Wage Order because it failed to provide Plaintiff and others the
22 requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their
23 employment. STAGECOACH did not completely relieve Plaintiff and others of all duty during
24 said meal periods. STAGECOACH did not pay to Plaintiff and others one additional hour of
25 pay at their regular rate of compensation for each workday that one or more statutory meal
26 periods was not provided. Like the rest breaks, receiving a timely, thirty-minute uninterrupted
27 meal break was not part of the company culture and was not enforced by STAGECOACH. It
28 was the normal practice and custom of STAGECOACH not to authorize, permit, and enforce

1 timely statutory meal periods, especially for Plaintiff and similarly situated aggrieved
2 employees. Plaintiff would be forced to eat while working and while answering calls. It was
3 illegal for Plaintiff and other similarly situated aggrieved employees to be consistently eating
4 while working because Plaintiff and others did not sign a valid "On Duty Meal Period
5 Agreement". Even if they did sign an "On Duty Meal Period Agreement", it would not pass legal
6 muster because the nature of their job did not prevent them from being relieved of all duty.

7 14. Furthermore, during the relevant time period, STAGECOACH failed to pay Plaintiff and
8 others all wages due to them within any time period specified by California Labor Code section
9 204. STAGECOACH was also in violation of California Labor Code section 226(a), by failing
10 to include pertinent information on the wage statements, including but not limited to, the correct
11 name and address of the legal entity that employed Plaintiff, all hours worked (minimum wage
12 and overtime), gross wages earned, net wages earned, premium pay for the missed meal and rest
13 breaks, and business expense reimbursement, among others. As such, STAGECOACH did not
14 provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
15 itemized wage statements.

16 15. During the relevant time period, STAGECOACH also failed to keep accurate and
17 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
18 and others pursuant to California Labor Code sections 1174(d). The latter was especially true
19 since there was no formal timekeeping system. STAGECOACH also violated Labor Code § 203
20 because it willfully failed to pay Plaintiff and aggrieved employees earned and due wages upon
21 separation of employment, either immediately upon involuntary termination, or within 72 hours
22 of resignation. These earned but unpaid wages include minimum wages, overtime compensation,
23 premium pay for missed meal and rest breaks, and business expense reimbursement, among
24 others.

25 16. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
26 business-related expenses and costs that were not reimbursed by STAGECOACH. These costs
27 include, but are not limited to, use of a personal laptop and internet for work purposes.
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1 Additionally, Plaintiff did use his personal cell phone for work purposes because the flip-phone
2 provided by STAGECOACH did not have internet or texting capabilities. Moreover, as alluded
3 to above, STAGECOACH required that Plaintiff drill holes in his roof in order to install a two-
4 way radio to be able to communicate with the tow truck drivers. Plaintiff was not reimbursed for
5 the latter and STAGECOACH also refused to patch up the roof after Plaintiff's employment had
6 ended. Accordingly, STAGECOACH was in violation of California Labor Code sections 2800
7 and 2802.

8 17. Moreover, STAGECOACH failed to provide sick pay pursuant to Labor Code section
9 246 and also failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved
10 employees in violation of Labor Code Section 3700.5.

11 18. During a particular Sunday shift in November 2019, Plaintiff texted Angela Ellis (aka
12 "Angie") to let her know that he was not feeling well at all, including having a migraine, and
13 that he needed the rest of his shift to be covered. Due to this health issues, Plaintiff ended up
14 going to the urgent care that same day as a result of having a very bad migraine headache. Owner
15 Jeff Ellis was extremely angry that Plaintiff had to miss work due to his health issues and
16 demanded a doctor's note. Plaintiff obliged and provided a doctor's note to Angela and Jeff.
17 Plaintiff was then terminated via text message before his next shift after almost a decade working
18 for Stagecoach. Plaintiff had never been offered or given sick leave/sick pay and the one time he
19 had to miss work due his documented health issue, he was terminated for it on or around
20 November 14, 2019. Prior to filing this action, Plaintiff timely exhausted his administrative
21 remedies by timely filing an administrative complaint with the Department of Fair Employment
22 and Housing ("DFEH") and receiving his DFEH right to sue letter.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

3 **(California Industrial Welfare Commission Order 9-2001, California Code of**
4 **Regulations Title 8 Section 11090, and California Labor Code Section 1198)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

8 20. At all times relevant herein, Defendants were required to compensate its employees for
9 all hours worked upon reporting for work at the appointed time stated by the employer
10 pursuant to Industrial Welfare Commission Order 9-2001, California Code of Regulations,
11 Title 8, Section 11090.

12 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
13 Plaintiff for all hours worked as alleged above, including the "off the clock" work.

14 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
15 compensation for all hours worked but not paid by Defendants for the three (3) years
16 preceding the filing of this Complaint.

17 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
18 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
19 this Court.

20 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
21 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
22 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
23 reasonable attorney's fees and costs of suit.

24 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
25 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
26 amount known to Plaintiff once he has obtained all of his payroll records from
27 Defendants.
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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 **(California Labor Code Sections 1194, 1194.2, 1197)**

4 **(Plaintiff against all named defendants and all DOE defendants)**

5 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.
7

8 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
9 to suffer or permit a California employee to work without paying wages at the minimum wage
10 rate for all hours worked as required by the applicable Industrial Welfare Commission
11 (hereinafter "IWC") Wage Order 9-2001, codified at California Code of Regulations, Title 8,
12 Section 11090, subdivision 4.

13 28. Pursuant to IWC Wage Order no. 9-2001, subdivision 2(H), at all relevant
14 times, "hours worked" included "the time during which an employee is subject to the control of
15 an employer, and includes all the time the employee is suffered or permitted to work, whether
16 or not required to do so..."

17 29. During his employment, Plaintiff was regularly required as a matter of uniform
18 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
19 was paid less than the minimum wage rate by Defendants for hours worked, including the "off
20 the clock" work as described above, in violation of California Labor Code Section 1197 and
21 the applicable California Industrial Wage Commission wage order(s).

22 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
23 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
24 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
25 to believe that their acts or omissions were not contrary to California law.

26 31. For all hours worked by Plaintiff for which he was paid less than the minimum wage
27 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
28 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount

1 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
2 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

3 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
5 trial.

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7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PAY OVERTIME**

9 **(California Industrial Welfare Commission Order 9-2001, California Code of**
10 **Regulations Title 8 Section 11090; California Labor Code Section 510)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

14 34. Pursuant to Industrial Welfare Commission Order No. 9-2001, Cal. Code of
15 Regs., Title 8, Section 11090, for the period of Plaintiff's employment, Defendants were
16 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
17 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
18 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
19 hours in a day or hours worked in excess of eight (8) on the seventh consecutive workday in a
20 week.

21 35. Plaintiff was a non-exempt employee entitled to the protections of the California
22 Industrial Welfare Commission Order No. 9-2001, California Code of Regulations,
23 Title 8, Section 11090.

24 36. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
25 single workday or forty (40) hours in a single workweek on numerous occasions.

26 37. Plaintiff was entitled to the above overtime premiums.

27 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
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1 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
2 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
3 twelve (12) in a day.

4 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
5 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

6 40. Plaintiff worked at least one pay period in which he was not properly paid overtime
7 within the three (3) years prior to the initiation of this lawsuit.

8 41. Defendants know or should know the actual dates of overtime worked, the amount of
9 overtime worked, and the amount of unpaid overtime due.

10 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
11 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
12 Court.

13 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
14 Regulations, Title 8, Sections 11090, Plaintiff is entitled to recover damages for the
15 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
16 reasonable attorney's fees and costs of suit.

17 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial.

20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

22 **(California Labor Code Section 226)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 45. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

26 46. Pursuant to California Labor Code Section 226, every employer must furnish each
27 employee an itemized statement of wages and deductions at the time of payment of wages.
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1 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
2 accurately reflected all information required by Labor Code Section 226, including but not
3 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
4 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
5 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
6 statements to Plaintiff in accordance with California Labor Code Section 226(a).

7 48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
8 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
9 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
10 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
11 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
12 the 1-year period immediately preceding the date this lawsuit was filed.

13 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
14 sustained damages, including loss of earnings, in an amount to be established at trial. As a
15 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
16 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
17 and attorney's fees pursuant to statute.

18 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
20 trial.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

23 **(California Labor Code Sections 201, 203)**

24 **(Plaintiff against all named defendants and all DOE defendants)**

25 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

27 52. Pursuant to California Labor Code Section 201(a), an employer who discharges an
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1 employee must immediately pay for all compensation due and owing.

2 53. Pursuant to California Labor Code Section 202, when an employee resigns, the
3 employer must pay all compensation due and owing within 72 hours of resignation, or on the
4 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

5 54. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
6 without abatement or reduction, any wages of an employee whose employment ends, the wages
7 of the employee shall continue as a penalty from the due date at the same rate until paid or until
8 an action is commenced; however, the wages shall not continue for more than 30 days for
9 failure to pay an employee owed wages.

10 55. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
11 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

12 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
14 trial.

15 57. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
16 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
17 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

18 58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
20 trial.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

23 **(California Labor Code Section 204)**

24 **(Plaintiff against all named defendants and all DOE defendants)**

25 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

27 60. California Labor Code Section 204 establishes the fundamental right of all employees
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1 in the State of California to be paid wages in a timely fashion for their work.

2 61. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
3 full amount of all owed wages when due as required by California Labor Code Section 204.

4 62. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
5 informed, believes, and thereon alleges, that all times relevant during the liability period,
6 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
7 including overtime hours, the minimum wage, and premium pay for missed meal and rest
8 breaks.

9 63. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
10 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
11 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
12 from Defendants' records or indirectly based on information from Defendants' records.

13 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.

16 **SEVENTH CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE SECTION 558**

18 **(California Labor Code Section 558)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

22 66. California Labor Code Section 558 states that any person acting on behalf of an
23 employer who violates, or causes to be violated, a section of this chapter or any provision
24 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
25 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
26 employee for each pay period for which the employee was underpaid in addition to an amount
27 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
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1 hundred dollars (\$100) for each underpaid employee for each pay period for which the
2 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
3 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
4 filed.

5 67. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
6 Defendants are subject to civil penalties under the following laws:

- 7 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular
8 wages, including minimum wages, and overtime wages for overtime hours worked.
9 Defendants also failed to Plaintiff premium pay for missed meal and rest breaks. As
10 such, Defendants violated Section 558 under which penalties are due. Plaintiff
11 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each
12 subsequent violation for each pay period for which Plaintiff was underpaid in
13 addition to an amount sufficient to recover underpaid wages.
14
15 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
16 relief associated with Plaintiff's prosecution of this cause of action under California
17 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
18 paying Plaintiff for his overtime hours worked and for all hours worked (including
19 the minimum wage).
20
21 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
22 fees for relief associated with Plaintiff's prosecution of this cause of action under
23 California Labor Code Sections 200, et seq.

24 68. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
25 the statutes, regulations, and wage orders alleged in this cause of action along with any
26 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

27 69. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
28

1 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO MAINTAIN ACCURATE RECORDS**

4 **(California Labor Code Section 1174(d))**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 70. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

8 71. Labor Code section 1174(d) requires that employers, including Defendants, maintain
9 accurate records showing the hours worked daily by its employees and to whom wages were
10 paid.

11 72. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
12 employer, including Defendants, to keep accurate information with respect to each one of their
13 employees including, but not limited to, the total wages paid each payroll period, and time
14 records showing when the employee begins and ends each work period, meal periods, split
15 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
16 the applicable rates of pay.

17 73. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
18 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
19 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
20 records of Plaintiff's total daily hours, the total hours worked in the payroll period, the
21 applicable rates of pay, and total wages earned for the payroll period.

22 74. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
23 continues to suffer substantial losses related to Defendants' failure to record and maintain
24 records of meal and rest periods as well as time records.

25 75. Plaintiff seeks all available remedies for Defendants' violations including, but not
26 limited penalties, and costs to the extent permitted by law and according to proof at trial.

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NINTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

76. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

77. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. Title 8 of the California Code of Regulations Sections 11090(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- b. Title 8 of the California Code of Regulations Sections 11090(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations sections 11090(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial

1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at employee's regular rate of compensation for each work day that the rest
3 period is not provided.

4 78. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
5 break after every four (4) hours of work or major fraction thereof, as required by California
6 law.

7 79. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
8 regulations, and wage orders alleged in this cause of action along with any allowable interest,
9 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
10 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
11

12 80. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
13 fees as well as interest under Labor Code section 218.6.

14 81. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.

17 **TENTH CAUSE OF ACTION**

18 **FAILURE TO GIVE MEAL BREAKS**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 81, inclusive, of this Complaint as though fully set forth herein.
22

23 83. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 24 a. California Labor Code section 512(a), which requires that employees be given a 30-
25 minute uninterrupted meal break after five (5) hours of work, and a second
26 uninterrupted meal break after ten (10) hours of work;
27
28 b. California Labor Code section 226.7, which states that (a) no employer shall require

1 any employee to work during any meal period mandated by an applicable order of
2 the Industrial Welfare Commission, and (b) if any employer fails to provide an
3 employee a meal period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one (1) additional hour
5 of pay at the employee's regular rate of compensation for each workday that the
6 meal period is not provided;

7
8 c. California Industrial Welfare Commission Order No. 9 section 11(B), as codified
9 under Title 8 of the California Code of Regulations Section 11090, which states that
10 if an employer fails to provide an employee a meal period in accordance with the
11 applicable provisions of the Wage Order, the employer shall pay the employee one
12 (1) hour of pay at the employee's regular rate of compensation for each workday
13 that the meal period is not provided;

14
15 d. California Industrial Welfare Commission Wage Order No. 9 Section 7(A)(3), as
16 codified under Title 8 of the California Code of Regulations Section 11090, which
17 requires an employer to maintain records documenting its employees' meal periods;

18
19 e. California Industrial Welfare Commission wage order No. 9 Section 20(A), as
20 codified under California Code of Regulations Section 11090, which penalizes the
21 employer \$50.00 for each initial violation, per employee, of any provision of the
22 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

23
24 f. California Labor Code section 1171 and 1173, which have given the California
25 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 9)
26 as enforceable law.

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1 84. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
2 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
3 take a second relieved meal break after ten (10) hours of work, as required by California law.
4 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
5 9, as codified under California Code of Regulations Section 11090 et. seq. requires that
6 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
7 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
8 duty. California Labor Code section 226.7 provides that employers may not require their
9 employees to work through their meal periods. California Labor Code section 226.7 and
10 California Code of Regulations section 11090 requires that if the employer fails to provide the
11 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
12 of pay for each workday that the meal period is not given.
13

14 85. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
15 regulations, and wage orders alleged in this cause of action along with any allowable interest,
16 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
17 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
18

19 86. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
20 fees as well as interest under Labor Code section 218.6.

21 87. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.

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ELEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against all Defendants and DOE Defendants, and each of them)

88. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 87, inclusive, of this Complaint as thought fully set forth herein.

89. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

90. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of completing his job duties, which were not reimbursed by Defendant. These expenses include, but are not limited to, use of a personal laptop and internet for work purposes. Additionally, Plaintiff did use his personal cell phone for work purposes because the flip-phone provided by STAGECOACH did not have internet or texting capabilities. Moreover, as alluded to above, STAGECOACH required that Plaintiff drill holes in his roof in order to install a two-way radio to be able to communicate with the tow truck drivers. Plaintiff was not reimbursed for the latter and STAGECOACH also refused to patch up the roof after Plaintiff’s employment had ended.

91. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorney’s fees and costs, under Labor Code section 2802.

TWELFTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6

(California Labor Code section 98.6)

(Plaintiff against all Named Defendants and DOE Defendants, and each of them)

92. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 91, inclusive, of this Complaint as though fully set forth herein.

2 93. California Labor Code section 98.6 provides, in pertinent part, as follows:

3 "A person shall not discharge an employee or in any manner discriminate, retaliate, or
4 take any adverse action against any employee or applicant for employment because the
5 employee or applicant engaged in any conduct delineated in this chapter...or because
6 the employee or applicant...made a written or oral complaint that he or she is owed
7 unpaid wages...

8 94. In doing the things herein alleged, Defendants violated Labor Code section 98.6 in
9 that they retaliated against Plaintiff for requesting sick leave which was not being offered by
10 Defendants in contravention of the California Labor Code sections 233 and 246.

11 95. As a direct and proximate result of the aforementioned acts and omissions of
12 Defendants, Plaintiff suffered general and compensatory damages, including but not
13 limited to, loss of income (past and future), loss of employment benefits (past and future),
14 general and compensatory damages (past and future), mental pain and anguish and emotional
15 distress (past and future), and will continue to suffer in the future, in an amount to be proved at
16 trial. Moreover, pursuant to Labor Code section 98.6, an employer who violates this section is
17 liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each
18 violation of this section.

19 96. The foregoing conduct engaged in by Defendant and each of its directors, officers
20 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
21 and carried on with a conscious and willful disregard of their workers' right to work in an
22 environment free of retaliation, so as to justify the imposition of punitive damages to punish
23 and set an example of said Defendants.

24 **THIRTEENTH CAUSE OF ACTION**

25 **DISCRIMINATION ON THE BASIS OF PHYSICAL DISABILITY IN VIOLATION**

26 **OF FEHA**

27 **(Plaintiff against all named Defendants and all DOE Defendants)**

28 97. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 96, inclusive, of this Complaint as thought fully set forth herein.

2 98. Defendants and DOES 1 to 25, inclusive, are covered employers under California's
3 Fair Employment and Housing Act.

4 99. California Government Code section 12926(m) has established a "broad definition" of
5 physical disability; disability protections under the Fair Employment and Housing Act
6 ("FEHA") even extend to "perceived" physical disabilities. Id. Under the law of this state,
7 "working" is a major life activity. *See* section 12926.1(c).

8
9 100. Plaintiff's migraine headaches, which were debilitating, and which limited a major life
10 activity, clearly qualifies as a disability under FEHA, and Plaintiff was entitled to its
11 protection.

12 101. Defendant knew of Plaintiff's disability and violated California Government Code
13 section 12940 et. seq. by discriminating against Plaintiff on the basis of his disability.

14 102. As a direct and proximate result of the aforementioned acts and omissions of
15 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
16 to, loss of income (past and future), loss of employment benefits (past and future), general and
17 compensatory damages (past and future), mental pain and anguish and emotional distress (past
18 and future), and will continue to suffer in the future, in an amount to be proved at trial.

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20 103. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and
21 each of their directors, officers and/or managing agents, constitutes malice, fraud, and
22 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
23 of their workers' right to work in an environment in which personnel decisions and company
24 policies are made without regard to physical disability, so as to justify the imposition of
25 punitive damages to punish and set an example of said Defendants.

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27 104. As a proximate result of the foregoing conduct, which violated the provisions of
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1 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
2 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

3 **FOURTEENTH CAUSE OF ACTION**

4 **FAILURE TO ACCOMMODATE PHYSICAL DISABILITY IN VIOLATION OF**

5 **FEHA**

6 **(Plaintiff against all named Defendants and all DOE Defendants)**

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8 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

10 106. California Government Code section 12940(p) provides that it is unlawful for an
11 employer to fail to make reasonable accommodation for the known physical disability of an
12 employee.

13 107. Defendants failed to make reasonable accommodation of Plaintiff's physical
14 disabilities.

15 108. As a direct and proximate result of the aforementioned acts and omissions of
16 Defendants , Plaintiff suffered general and compensatory damages, including but not limited
17 to, loss of income (past and future), loss of employment benefits (past and future), general and
18 compensatory damages (past and future), mental pain and anguish and emotional distress (past
19 and future), and will continue to suffer in the future, in an amount to be proved at trial.

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21 109. The foregoing conduct engaged in by Defendants and each of their directors, officers
22 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
23 and carried on with a conscious and willful disregard of their workers' right to receive
24 reasonable accommodations, so as to justify the imposition of punitive damages to punish and
25 set an example of said Defendants .
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27 110. As a proximate result of the foregoing conduct, which violated the provisions of
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1 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
2 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

3 **FIFTEENTH CAUSE OF ACTION**

4 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS IN VIOLATION OF FEHA**

5 **(Plaintiff against all named Defendants and all DOE Defendants)**

6 111. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 110, inclusive, of this Complaint as though fully set forth herein.

8 112. California Government Code section 12940(n) provides that it is unlawful for an
9 employer to fail to engage in a timely, good faith, interactive process with an employee to
10 determine effective accommodations for that employee's physical disability.

11 113. Defendants failed to engage in a timely, good faith, interactive process with Plaintiff
12 to determine effective reasonable accommodations for Plaintiff's known physical disabilities.

13 114. As a direct and proximate result of the aforementioned acts and omissions of
14 Defendants , Plaintiff suffered general and compensatory damages, including but not limited
15 to, loss of income (past and future), loss of employment benefits (past and future), general and
16 compensatory damages (past and future), mental pain and anguish and emotional distress (past
17 and future), and will continue to suffer in the future, in an amount to be proved at trial.

18 115. The foregoing conduct engaged in by Defendants and each of their directors, officers
19 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
20 and carried on with a conscious and willful disregard of their workers' right to engage in the
21 interactive process and receive reasonable accommodations, so as to justify the imposition of
22 punitive damages to punish and set an example of said Defendants .

23 116. As a proximate result of the foregoing conduct, which violated the provisions of
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1 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
2 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

3 **SIXTEENTH CAUSE OF ACTION**

4 **RETALIATION IN VIOLATION OF FEHA**

5 **(Plaintiff against all named Defendants and all DOE Defendants)**

6 117. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 116, inclusive, of this Complaint as thought fully set forth herein.

8 118. At all times herein mentioned, Government Code section 12940 et. seq. was in full
9 force and effect and was binding upon Defendants and each of them. Said statute imposes
10 certain duties upon Defendants concerning discrimination and retaliation against persons, such
11 as Plaintiff, on the basis of physical disability or on the basis of Plaintiff requesting sick leave
12 and time off of work due to being sick and feeling ill. Said statutes were intended to prevent
13 the type of injury and damage set forth herein. Plaintiff was, at all times herein mentioned, a
14 member of the class of persons intended to be protected by said statutes. As alleged above,
15 Plaintiff was retaliated against and was eventually terminated from his employment as a result
16 of his physical disability and for requesting sick leave and time off as a result of his physical
17 disability.

18 119. As a direct and proximate result of the conduct of Defendants , and each of them,
19 Plaintiff has been harmed in that Plaintiff has suffered the loss of wages, salary, and benefits,
20 among other things. As a result, Plaintiff has suffered such damages in an amount
21 according to proof.

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1 120. As a further direct and proximate result of the conduct of Defendants , and each of
2 them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish and
3 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
4 such damages in an amount according to proof.

5 121. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
6 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
7 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.
8

9 122. The acts of oppression, fraud, and/or malice, were engaged in by employees of
10 Defendants . Each of the foregoing Defendants had advance knowledge of the unfitness of
11 each employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified
12 the wrongful conduct for which an award of punitive damages is sought, and/or was personally
13 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
14 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on
15 part of an officer, director, or managing agent of each of the Defendants , thereby entitling
16 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance
17 with California Civil Code section 3294 in a sum appropriate to punish and make an example
18 of each Defendant
19

20 123. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
21 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
22 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
23 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
24 award of attorneys' fees and costs.
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1 **SEVENTEENTH CAUSE OF ACTION**

2 **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION**

3 **OF FEHA**

4 **(Plaintiff against all named Defendants and all DOE Defendants)**

5 124. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 123, inclusive, of this Complaint as thought fully set forth herein.

7 125. At all times herein mentioned, FEHA, California Government Code section 12940(k),
8 was in full force and effect and was binding on Defendants . This statute states that it is an
9 unlawful employment practice in California for an employer to “fail to take all reasonable steps
10 necessary to prevent discrimination and harassment from occurring.”

11 126. During the course of Plaintiff’s employment, Defendants failed to prevent their
12 employees, including management, from engaging in intentional actions that resulted in
13 Plaintiff being treated less favorably and eventually being terminated because of Plaintiff’s
14 protected status (i.e. his physical disabilities). During the course of Plaintiff’s employment,
15 Defendants failed to prevent their employees from engaging in unjustified employment
16 practices against employees in such protected classes. During the course of Plaintiff’s
17 employment, Defendants failed to prevent a pattern and practice by its employees of
18 intentional discrimination and retaliation on the basis of physical disability, and/or other
19 protected status and/or protected activity.
20

21 127. Plaintiff believes and, on that basis, alleges that his physical disabilities and
22 other protected status and/or protected activity in asking for sick leave and for time off due to
23 feeling ill was a substantial motivating factor in Defendants’ employees’ discriminating against
24 him and retaliating against him.
25

26 128. As a direct and proximate result of the aforementioned acts and omissions of
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1 Defendants , Plaintiff suffered general and compensatory damages, including but not limited
2 to, loss of income (past and future), loss of employment benefits (past and future), general and
3 compensatory damages (past and future), mental pain and anguish and emotional distress (past
4 and future), and will continue to suffer in the future, in an amount to be proved at trial.

5 129. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and
6 each of their directors, officers and/or managing agents, constitutes malice, fraud, and
7 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
8 of their workers' right to work in an environment in which personnel decisions and company
9 policies are made without regard to physical disability, so as to justify the imposition of
10 punitive damages to punish and set an example of said Defendants .

12 130. As a proximate result of the foregoing conduct, which violated the provisions of
13 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
14 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

15 **EIGHTEENTH CAUSE OF ACTION**

16 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC**
17 **POLICY**

18 **(Against All Named and DOE Defendants , and each of them)**

19 131. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 130, inclusive, of this Complaint as though fully set forth herein.

22 132. At all times during his employment with Defendants , Plaintiff performed his duties
23 with the utmost diligence and competence.

24 133. Plaintiff is informed and believes and thereon alleges that Defendants ' decisions to
25 discriminate against him and retaliate against him, as alleged herein, was
26 motivated by Plaintiff's physical disabilities and Plaintiff's request for time off and sick leave
27 due to being feeling sick and being ill. Plaintiff is further informed and believes and thereon
28

1 alleges that any other reasons proffered by Defendants were and are pretextual in nature.
2 Defendants intentionally created the aforementioned discrimination and retaliation and failed
3 to reasonably accommodate Plaintiff's physical disabilities, thereby not giving Plaintiff an
4 opportunity to work in an environment free of discrimination and retaliation.
5

6 134. The employment of Plaintiff was wrongfully terminated on or around November 14,
7 2019 in violation of the fundamental public policy of the State of California with respect to
8 discriminating against an employee on account of his physical disabilities and request for time
9 off due to feeling sick and being ill as well as denying reasonable accommodations to Plaintiff.
10 Plaintiff was forced to hire an attorney to assist him to end these illegal activities. Said conduct
11 violated statutory and constitutional expressions of public policy including, but not limited to,
12 California Government Code sections 12940 et seq., California Labor Code sections 233 and
13 246 and the California Constitution, Article 1 section 8.
14

15 135. As set forth above, said actions by Defendants were wrongful and in violation of the
16 fundamental principles of the public policy of the State of California as reflected in its laws,
17 objectives and policies. Said statutes and constitutional expressions of public policy include,
18 but are not limited to, California Government Code sections 12940 et seq., California Labor
19 Code sections 233 and 246 and the California Constitution, Article 1 section 8. These laws
20 inure to the benefit of the public at large, and not just the private interests of the employers and
21 employees whom they govern or protect.
22

23 136. As a direct and proximate result of the aforementioned acts and omissions of
24 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
25 to, loss of income (past and future), loss of employment benefits (past and future), general and
26 compensatory damages (past and future), mental pain and anguish and emotional distress (past
27 and future), and will continue to suffer in the future, in an amount to be proved at trial.
28

1 137. The foregoing conduct engaged in by Defendants and each of their directors, officers
2 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
3 and carried on with a conscious and willful disregard of their workers' right to work in an
4 environment free of discrimination and harassment based on physical disability and where
5 workers receive reasonable accommodations for their physical disabilities, and where workers
6 do not get retaliated against due to issues related to their physical disabilities, so as to justify
7 the imposition of punitive damages to punish and set an example of said Defendants .
8

9 **NINETEENTH CAUSE OF ACTION**

10 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

11 **(Plaintiff against all named Defendants and all DOE Defendants)**

12 138. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 137, inclusive, of this Complaint as though fully set forth herein.

14 139. Defendants ' discriminatory and retaliatory actions against Plaintiff constituted severe
15 and outrageous misconduct and caused Plaintiff extreme emotional distress.

16 140. Defendants were aware that treating Plaintiff in the manner alleged above, including
17 depriving Plaintiff of his livelihood, would devastate Plaintiff and cause Plaintiff extreme
18 hardship.
19

20 141. As a direct and proximate result of the aforementioned acts and omissions of
21 Defendants , Plaintiff has been caused to and did in fact suffer severe and extreme mental and
22 emotional distress, including but not limited to, anguish, humiliation, embarrassment, loss of
23 confidence, fright, depression, and anxiety, the exact nature and extent of which are not now
24 known to him, but in an amount to be proved at trial.
25

26 142. Defendants ' misconduct was done intentionally, in a malicious, fraudulent,
27 oppressive manner, entitling Plaintiff to punitive damages.
28

TWENTIETH CAUSE OF ACTION

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

(Plaintiff against all named Defendants and all DOE Defendants)

143. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 142, inclusive, of this Complaint as though fully set forth herein.

144. As an employee of Defendants , Plaintiff was owed a duty of care by Defendants , and each of them, to ensure that Plaintiff was not exposed to foreseeable harms.

145. Defendants , and each of them, knew, or should have known, that Plaintiff was being subjected to discrimination as well as retaliation, and that, the failure to exercise due care to prevent a discriminatory and retaliatory course of conduct could and would cause Plaintiff to suffer severe emotional distress.

146. Defendants , and each of them, failed to exercise their duty of care to prevent their employees, managers, supervisors, and/or officers from discriminating and retaliating against Plaintiff based on his physical disabilities.

147. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff has been caused to and did in fact suffer severe and extreme mental and emotional distress, including but not limited to, anguish, humiliation, embarrassment, loss of confidence, fright, depression, and anxiety, the exact nature and extent of which are not now known to him, but in an amount to be proved at trial.

148. By the aforesaid acts and omissions of Defendants , and each of them, Plaintiff has been directly and legally caused to suffer damages as alleged herein.

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TWENTY-FIRST CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(Against All Named and DOE Defendants, and each of them)

149. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 148, inclusive, of this Complaint as though fully set forth herein.

150. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant constitute unfair and unlawful business practices under California Business and Professions Code section 17200, et seq.

151. California Business and Professions Code section 17200 et seq. prohibits unfair business practices by employers including, but not limited to, widespread violations of California labor codes as well as retaliating against and terminating employees due to physical disability and for requesting sick leave.

152. Defendant retaliated against Plaintiff for complaining about the Unfair Business Practices by Defendant, as described above, and wrongfully terminated Plaintiff on or around November 14, 2019. Plaintiff's complaints of Unfair Business Practices was a substantial factor motivating and/or motivating reason in Defendant's conduct.

153. The aforementioned acts of Defendant was willful, wanton, malicious, intentional, oppressive, and despicable and was done in willful and conscious disregard of the rights, welfare, and safety of Plaintiff, and was done by managerial agents and employees of Defendant and DOES 1 to 25, and with the express knowledge, consent, and ratification of managerial agents and employees of Defendant and DOES 1 to 25, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

154. As a result of the acts of Defendant, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in California Code of Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et

1 seq.

2 155. As a result of the acts of Defendant, as alleged herein, Plaintiff is entitled to multiple
3 damages as specifically provided in California Business and Professions Code section 17200 et
4 seq.

5 156. For the four years preceding the filing of this action, Plaintiff has suffered damages
6 and requests damages and/or restitution of all monies and profits to be disgorged from
7 Defendant in an amount according to proof at time of trial, but in excess of the jurisdiction of
8 this Court.

9 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
10 follows:

- 11 1. For damages to Plaintiff in an amount subject to proof at trial;
- 12 2. For damages for overtime not paid to Plaintiff in an amount subject to proof at trial;
- 13 3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
14 subject to proof at trial;
- 15 4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
16 proof at trial;
- 17 5. For restitution and disgorgement for all unfair business practices by Defendants against
18 Plaintiff in an amount subject to proof at trial;
- 19 6. For an order enjoining Defendants from further unfair and unlawful business
20 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 21 7. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
22 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 23 8. For special, liquidated, and consequential damages to the extent allowed by law;
- 24 9. For maximum civil penalties available under the Labor Code and applicable Wage
25 Order against Defendants as described more particularly in the Complaint
- 26 10. For all remedies available to Plaintiff under the applicable Wage Order and the
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- 1 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
2 liquidated damages, damages, penalties, and waiting time penalties according to proof;
3 11. For the imposition of civil penalties and/or statutory penalties;
4 12. For compensatory damages including lost past and future wages, loss of earning
5 capacity, overtime, commissions, and all other sums of money, including employment
6 benefits, together with interest on said amounts, and any other economic injury to
7 Plaintiff, according to proof;
8 13. For general damages according to proof;
9 14. For multiple damages as specifically provided in California Business and Professions
10 Code section 17200 et seq., according to proof;
11
12 15. For an award of punitive and exemplary damages against Defendant according to proof
13 16. For all interest as allowed by law;
14 17. For all costs and disbursements incurred in this suit;
15 18. Reasonable attorney's fees where available by law, including but not limited to,
16 pursuant to the California Labor Code, Code of Civil Procedure section 1021.5,
17 and/or other applicable laws; and
18 19. For such other and further relief as this Court may deem proper.
19

20 DATED: August 5, 2020

MESSRELIAN LAW INC.

21 By 
22 Harout Messrelian, Esq.
23 Attorneys for Plaintiff Timothy Taylor
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DATED: August 5, 2020

By_

Attorneys for Plaintiff Timothy Taylor